

UNITED STATES DISTRICT COURT
FOR THE
MIDDLE DISTRICT OF PENNSYLVANIA

WARREN FAUST and LORI	:	CASE NO.
ESHENAUR, as Trustees of the	:	
SHEET METAL WORKERS	:	
LOCAL 44 RETIREMENT	:	<i>Electronically Filed</i>
INCOME PLAN, SHEET METAL	:	
WORKERS LOCAL 44 ANNUITY	:	
FUND, SHEET METAL WORKERS	:	
LOCAL 44 WELFARE FUND and	:	
SHEET METAL INDUSTRY	:	
EDUCATION FUND,	:	
Plaintiffs	:	
v.	:	
	:	
MIKE BEVILACQUA SHEET	:	
METAL, INC.	:	
916 Capouse Avenue	:	
Scranton, Pennsylvania 18509-2932	:	
(Lackawanna County)	:	
Defendant	:	

COMPLAINT

1. This Court has jurisdiction over the subject matter of this action under 29 U.S.C. §§1132 and 1145, 29 U.S.C. §185(a), and/or 28 U.S.C. §1331. The claims asserted herein are all made under federal statutes or federal common law, but the supplemental jurisdiction of the Court under 28 U.S.C. §1367(a) also extends to any claims that are found to lie under state law.

2. Venue lies in this District under 29 U.S.C. §1132(e)(2), 29 U.S.C. §185(a) and/or 28 U.S.C. §1391(b).

3. Plaintiff, Sheet Metal Workers Local 44 Retirement Income Plan (hereinafter the “Pension Fund”) is a trust fund established under 29 U.S.C. §186(c)(5). Its Trustees are the “named fiduciary,” “plan administrator” and “plan sponsor,” and each is an individual “fiduciary” within the meaning of 29 U.S.C. §§1102(a) and 1002(16) and (21).

4. The Pension Fund is a “multiemployer plan,” “employee benefit plan” and “employee benefit pension plan” within the meaning of 29 U.S.C. §1002(37), (2) and (3), which is administered and has its principal place of business in this District at % O’Neill Consulting Corp., 487 Devon Park Drive, Suite 206, Wayne, PA 19087-1808.

5. Plaintiff, Sheet Metal Workers Local 44 Annuity Fund (hereinafter the “Annuity Fund”) is a trust fund established under 29 U.S.C. §186(c)(5). Its Trustees are the “named fiduciary,” “plan administrator” and “plan sponsor,” and each is an individual “fiduciary” within the meaning of 29 U.S.C. §§1102(a) and 1002(16) and (21).

6. The Annuity Fund is a “multiemployer plan,” “employee benefit plan” and “employee benefit pension plan” within the meaning of 29 U.S.C. §1002(37), (2) and (3), which is administered and has its principal place of business in this District at % O’Neill Consulting Corp., 487 Devon Park Drive, Suite 206, Wayne, PA 19087-1808.

7. Plaintiff, Sheet Metal Workers Local 44 Welfare Fund (hereinafter the “Health and Welfare Fund”) is a trust fund established under 29 U.S.C. §186(c)(5). Its Trustees are the “named fiduciary,” “plan administrator” and “plan sponsor,” and each is an individual “fiduciary” within the meaning of 29 U.S.C. §§1102(a) and 1002(16) and (21).

8. The Health and Welfare Fund is a “multiemployer plan,” “employee benefit plan” and “employee welfare benefit plan” within the meaning of 29 U.S.C. §1002(37), (1) and (3), which is administered and has its principal place of business in this District at % O’Neill Consulting Corp., 487 Devon Park Drive, Suite 206, Wayne, PA 19087-1808.

9. Plaintiff, Sheet Metal Industry Education Fund (hereinafter the “Education Fund”) is a trust fund established under 29 U.S.C. §186(c)(5). Its Trustees are the “named fiduciary,” “plan administrator” and “plan sponsor,” and each is an individual “fiduciary” within the meaning of 29 U.S.C. §§1102(a) and 1002(16) and (21).

10. The Education Fund is a “multiemployer plan,” “employee benefit plan” and “employee welfare benefit plan” within the meaning of 29 U.S.C. §1002(37), (1) and (3), which is administered and has its principal place of business in this District at % O’Neill Consulting Corp., 487 Devon Park Drive, Suite 206, Wayne, PA 19087-1808.

11. The Pension Fund, Annuity Fund, Health and Welfare Fund and Education Fund are hereinafter jointly or severally referred to as “the Funds” or “ERISA Funds.”

12. Plaintiffs Warren Faust and Lori Eshenaur (who, together with the Funds, are collectively referred to herein as “Plaintiffs”), are fiduciaries of the Funds within the meaning of 29 U.S.C. §1002(21) with respect to the collection of contributions due the Funds and related matters. They have a business address at the addresses for the Funds listed herein, and are authorized to bring this action on behalf of all Trustees of the Funds as organizations.

13. Defendant, Mike Bevilacqua Sheet Metal, Inc. (hereinafter “the Company”), is an employer in an industry affecting commerce within the meaning of 29 U.S.C. §152(2), (6) and (7) and 1002(5), (11) and (12), with a business office at the address listed in the caption. The Company does business with the Funds that is sufficient to create personal jurisdiction over the Company in this District.

14. At all times relevant to this action, the Company was party to or agreed to abide by the terms and conditions of a collective bargaining agreement (hereinafter the “Agreement”) between Local Union No. 44 of the Sheet Metal Workers’ International Association and the Sheet Metal Contractors Association of Northeastern Pennsylvania, Inc.

15. The Company is subject to and has agreed to abide by the terms of the Amended and Restated Agreements and Declarations of Trust of the Funds (singly or jointly referred to herein as the “Trust Agreements”), made between certain employers and employee representatives in an industry(ies) affecting interstate commerce to promote stable and peaceful labor relations, and the plan documents for the ERISA Funds.

16. Under the Agreement, Trust Agreements, plan documents of the ERISA Funds and/or other documents, the Company agreed:

a. To make full and timely payment on a monthly basis, on or before the 20th day of each month, to the Funds as required by the Trust Agreements and plan documents;

b. To file monthly remittance reports with the Funds detailing all employees or work for which contributions were required under the Agreement;

c. To pay liquidated damages in the amount of Five (5%) Percent of the delinquent amount; interest at the rate of One and One-half (1.5%) Percent of the delinquent amount per month; and all costs of litigation, including attorneys’ fees, expended by the Funds to collect any amounts due as a consequence of the Company’s failure to comply with its contractual and statutory obligations described in Subparagraphs (a) and (b), above.

COUNT I – CONTRIBUTIONS UNDER ERISA

Warren Faust and Lori Eshenaur, as Trustees of the Sheet Metal Workers Local 44 Retirement Income Plan, Sheet Metal Workers Local 44 Annuity Fund, Sheet Metal Workers Local 44 Welfare Fund and Sheet Metal Industry Education Fund v. Mike Bevilacqua Sheet Metal, Inc.

17. The allegations of Paragraphs 1 through 16 above are incorporated by reference as if fully restated.

18. The Company has filed monthly remittance reports with the Funds detailing all employees or work for which contributions were required under the Agreement for the period of November, 2014 through January 17, 2018.

19. The monthly remittance reports that the Funds have received for the period of November, 2014 through January 17, 2018, reflect the following amounts due for the noted periods:

<i>Week Ending</i>	<i>Contributions Due</i>
4/22/15	\$2,579.31
10/28/15	4,204.74
5/25/16	3,695.68
6/1/16	3,110.31
6/8/16	4,101.94
6/15/16	4,237.36
6/22/16	3,341.87
6/29/16	3,066.72
7/6/16	1,722.40
7/13/16	2,251.20
7/20/16	2,251.20
7/27/16	1,241.35
8/3/16	902.80
8/10/16	2,160.92

<i>Week Ending</i>	<i>Contributions Due</i>
8/17/16	2,956.24
8/24/16	3,515.12
8/31/16	3,802.96
9/7/16	3,200.30
9/14/16	3,887.82
10/12/16	2,155.44
10/19/16	2,076.44
10/26/16	3,189.02
6/8/17	2,300.33
7/5/17	3,554.48
7/12/17	3,935.14
12/20/17	4,196.13
12/27/17	3,072.92
1/3/18	3,536.48
1/10/18	4,165.90
1/17/18	3,907.13
Total	\$92,319.65

20. The Company has failed to timely pay amounts due under the Agreement, Trust Agreements and plan documents for the period of January 17, 2018 through the present, in violation of 29 U.S.C. §1145.

21. Pursuant to the provisions of the Agreement, Trust Agreements and plan documents, liquidated damages and interest are due from the Company on account of the delinquent contributions for the period of November, 2014 through January 17, 2018.

22. Liquidated damages and interest are due from the Company in the following amounts for the noted time periods:

<i>Week Ending</i>	<i>Liquidated Damages</i>	<i>Interest</i>	<i>Total Liquidated Damages & Interest</i>
11/12/2014	205.47	246.56	452.03
11/19/2014	188.70	226.44	415.14
11/26/2014	163.41	245.10	408.51
12/3/2014	114.64	137.56	252.20
12/10/2014	105.10	315.30	420.40
12/17/2014	158.85	476.50	635.35
12/24/2014	142.60	427.80	570.40
12/31/2014	124.77	374.30	499.07
1/7/2015	141.02	1,480.85	1,621.87
1/14/2015	140.50	1,475.25	1,615.75
1/21/2015	155.70	1,634.85	1,790.55
1/28/2015	144.69	651.15	795.84
2/4/2015	102.75	431.62	534.37
2/11/2015	131.59	552.72	684.31
2/18/2015	90.17	378.70	468.87
2/25/2015	80.73	24.22	104.95
3/4/2015	93.32	27.99	121.31
3/11/2015	72.35	21.70	94.05
3/18/2015	122.67	36.80	159.47
3/25/2015	117.96	1,167.87	1,285.83
4/1/2015	125.82	1,208.00	1,333.82
4/8/2015	158.32	1,520.00	1,678.32
4/15/2015	158.32	1,520.00	1,678.32
4/22/2015	128.97	1,276.77	1,405.74
4/30/2015	33.55	10.07	43.62
5/20/2015	163.24	48.97	212.21
5/27/2015	142.04	42.61	184.65
6/17/2015	162.18	48.65	210.83
6/24/2015	186.56	55.97	242.53
7/1/2015	198.22	59.47	257.69
7/8/2015	160.47	48.14	208.61
7/15/2015	195.88	58.76	254.64
7/22/2015	201.40	60.42	261.82
7/29/2015	221.52	66.46	287.98
8/12/2015	243.80	73.14	316.94

<i>Week Ending</i>	<i>Liquidated Damages</i>	<i>Interest</i>	<i>Total Liquidated Damages & Interest</i>
8/19/2015	203.26	60.98	264.24
8/26/2015	239.56	71.87	311.43
9/16/2015	176.49	52.95	229.44
9/23/2015	189.74	56.92	246.66
9/30/2015	180.20	54.06	234.26
10/7/2015	210.41	63.12	273.53
10/14/2015	208.56	62.57	271.13
10/21/2015	235.59	70.68	306.27
10/28/2015	210.24	1,702.89	1,913.13
11/4/2015	216.30	324.45	540.75
11/11/2015	215.50	323.25	538.75
11/18/2015	209.51	314.25	523.76
11/25/2015	196.68	295.00	491.68
12/2/2015	86.84	104.20	191.04
12/9/2015	188.47	226.16	414.63
12/16/2015	221.07	265.28	486.35
12/23/2015	178.96	161.07	340.03
12/30/2015	109.32	98.40	207.72
1/6/2016	183.40	110.04	293.44
1/11/2016	136.59	81.96	218.55
1/13/2016	146.93	88.16	235.09
1/20/2016	56.03	33.62	89.65
1/27/2016	106.32	63.80	170.12
2/3/2016	149.27	44.78	194.05
2/10/2016	171.60	51.48	223.08
3/16/2016	198.01	297.00	495.01
3/23/2016	218.22	327.35	545.57
3/30/2016	206.76	310.15	516.91
4/6/2016	206.76	310.15	516.91
4/13/2016	207.02	310.55	517.57
4/20/2016	209.96	314.95	524.91
4/27/2016	192.92	289.40	482.32
4/29/2016	43.99	66.00	109.99
5/4/2016	45.63	54.76	100.39
5/11/2016	103.26	123.92	227.18

<i>Week Ending</i>	<i>Liquidated Damages</i>	<i>Interest</i>	<i>Total Liquidated Damages & Interest</i>
5/18/2016	167.89	201.48	369.37
5/25/2016	184.78	1,108.80	1,293.58
6/1/2016	155.52	886.35	1,041.87
6/8/2016	205.10	1,169.07	1,374.17
6/15/2016	211.87	1,207.64	1,419.51
6/22/2016	167.09	952.47	1,119.56
6/29/2016	153.34	874.00	1,027.34
7/6/2016	86.12	465.12	551.24
7/13/2016	112.56	607.86	720.42
7/20/2016	112.56	607.86	720.42
7/27/2016	62.07	335.16	397.23
8/3/2016	45.14	230.18	275.32
8/10/2016	108.05	550.97	659.02
8/17/2016	147.81	753.78	901.59
8/24/2016	175.76	896.41	1,072.17
8/31/2016	190.15	969.68	1,159.83
9/7/2016	160.02	768.00	928.02
9/14/2016	194.39	933.12	1,127.51
10/12/2016	107.77	484.95	592.72
10/19/2016	103.82	467.25	571.07
10/26/2016	159.45	717.60	877.05
11/23/2016	158.83	47.65	206.48
11/30/2016	82.09	24.63	106.72
12/28/2016	108.35	65.02	173.37
1/4/2017	70.07	21.02	91.09
1/11/2017	136.59	40.98	177.57
1/18/2017	146.72	44.02	190.74
1/25/2017	157.14	235.70	392.84
2/1/2017	157.70	189.24	346.94
2/8/2017	145.86	175.04	320.90
2/15/2017	126.96	152.36	279.32
2/22/2017	78.82	94.60	173.42
3/1/2017	11.85	10.65	22.50
3/8/2017	28.68	25.80	54.48
3/15/2017	19.75	17.76	37.51

<i>Week Ending</i>	<i>Liquidated Damages</i>	<i>Interest</i>	<i>Total Liquidated Damages & Interest</i>
3/22/2017	59.81	53.82	113.63
4/5/2017	32.89	19.74	52.63
4/12/2017	103.45	62.08	165.53
4/19/2017	124.82	74.90	199.72
4/28/2017	43.91	13.17	57.08
5/10/2017	167.04	50.11	217.15
5/17/2017	111.95	33.59	145.54
5/24/2017	144.71	43.41	188.12
5/31/2017	185.66	55.70	241.36
6/28/2017	115.02	241.50	356.52
7/5/2017	177.72	319.92	497.64
7/12/2017	196.76	354.18	550.94
7/19/2017	202.23	60.67	262.90
7/26/2017	189.79	56.94	246.73
8/16/2017	194.46	58.34	252.80
8/23/2017	187.65	56.29	243.94
8/30/2017	205.99	61.80	267.79
9/13/2017	136.52	40.96	177.48
9/20/2017	184.50	55.35	239.85
9/27/2017	175.85	52.76	228.61
12/13/2017	206.28	61.89	268.17
TOTALS	18,724.33	41,776.22	60,500.55

23. Additionally, pursuant to the provisions of the Agreement, Trust Agreements and plan documents, liquidated damages and interest are due from the Company on account of the delinquent contributions for the period of January 17, 2018 through the present.

24. The ERISA Funds are adversely affected and damaged by the Company's violation of 29 U.S.C. §1145.

WHEREFORE, Plaintiffs demand judgment against the Company as follows:

- a. For contributions due to the Funds for the period of November, 2014 through January 17, 2018, in at least the sum of \$92,319.65, plus any additional contributions due since the filing of this action;
- b. For liquidated damages and interest due on account of the untimely payment of contributions for the period of November, 2014 through January 17, 2018, in at least the sum of \$60,500.55, plus any additional liquidated damages and interest due since the filing of this suit; and
- c. For such other legal or equitable relief as the Court deems appropriate.

**COUNT II – CONTRIBUTIONS UNDER COLLECTIVE
BARGAINING AGREEMENTS**

Warren Faust and Lori Eshenaur, as Trustees of the Sheet Metal
Workers Local 44 Retirement Income Plan, Sheet Metal Workers
Local 44 Annuity Fund, Sheet Metal Workers Local 44 Welfare Fund
and Sheet Metal Industry Education Fund v. Mike Bevilacqua Sheet
Metal, Inc.

25. The allegations of Paragraphs 1 through 24 above are incorporated by reference as if fully restated.

26. The Company has not paid the Funds as required by the Agreement and other documents incorporated by the Agreement, such as the Trust Agreements or plan documents of the ERISA Funds.

27. The Company has filed monthly remittance reports with the Funds detailing all employees or work for which contributions were required under the Agreement for the period of November, 2014 through January 17, 2018.

28. The monthly remittance reports that the Funds have received for the period of November, 2014 through January 17, 2018, reflect the following amounts due for the noted periods:

<i>Week Ending</i>	<i>Contributions Due</i>
4/22/15	\$2,579.31
10/28/15	4,204.74
5/25/16	3,695.68
6/1/16	3,110.31
6/8/16	4,101.94
6/15/16	4,237.36
6/22/16	3,341.87
6/29/16	3,066.72
7/6/16	1,722.40
7/13/16	2,251.20
7/20/16	2,251.20
7/27/16	1,241.35
8/3/16	902.80
8/10/16	2,160.92
8/17/16	2,956.24
8/24/16	3,515.12
8/31/16	3,802.96
9/7/16	3,200.30
9/14/16	3,887.82
10/12/16	2,155.44
10/19/16	2,076.44
10/26/16	3,189.02
6/8/17	2,300.33
7/5/17	3,554.48
7/12/17	3,935.14
12/20/17	4,196.13

<i>Week Ending</i>	<i>Contributions Due</i>
12/27/17	3,072.92
1/3/18	3,536.48
1/10/18	4,165.90
1/17/18	3,907.13
Total	\$92,319.65

29. The Company has failed to timely pay amounts due under the Agreement, Trust Agreements and plan documents for the period of January 17, 2018 through the present, in violation of 29 U.S.C. §1145.

30. Pursuant to the provisions of the Agreement, Trust Agreements and plan documents, liquidated damages and interest are due from the Company on account of the delinquent contributions for the period of November, 2014 through January 17, 2018.

31. Liquidated damages and interest are due from the Company in the following amounts for the noted time periods:

<i>Week Ending</i>	<i>Liquidated Damages</i>	<i>Interest</i>	<i>Total Liquidated Damages & Interest</i>
11/12/2014	205.47	246.56	452.03
11/19/2014	188.70	226.44	415.14
11/26/2014	163.41	245.10	408.51
12/3/2014	114.64	137.56	252.20
12/10/2014	105.10	315.30	420.40
12/17/2014	158.85	476.50	635.35
12/24/2014	142.60	427.80	570.40
12/31/2014	124.77	374.30	499.07
1/7/2015	141.02	1,480.85	1,621.87
1/14/2015	140.50	1,475.25	1,615.75
1/21/2015	155.70	1,634.85	1,790.55

<i>Week Ending</i>	<i>Liquidated Damages</i>	<i>Interest</i>	<i>Total Liquidated Damages & Interest</i>
1/28/2015	144.69	651.15	795.84
2/4/2015	102.75	431.62	534.37
2/11/2015	131.59	552.72	684.31
2/18/2015	90.17	378.70	468.87
2/25/2015	80.73	24.22	104.95
3/4/2015	93.32	27.99	121.31
3/11/2015	72.35	21.70	94.05
3/18/2015	122.67	36.80	159.47
3/25/2015	117.96	1,167.87	1,285.83
4/1/2015	125.82	1,208.00	1,333.82
4/8/2015	158.32	1,520.00	1,678.32
4/15/2015	158.32	1,520.00	1,678.32
4/22/2015	128.97	1,276.77	1,405.74
4/30/2015	33.55	10.07	43.62
5/20/2015	163.24	48.97	212.21
5/27/2015	142.04	42.61	184.65
6/17/2015	162.18	48.65	210.83
6/24/2015	186.56	55.97	242.53
7/1/2015	198.22	59.47	257.69
7/8/2015	160.47	48.14	208.61
7/15/2015	195.88	58.76	254.64
7/22/2015	201.40	60.42	261.82
7/29/2015	221.52	66.46	287.98
8/12/2015	243.80	73.14	316.94
8/19/2015	203.26	60.98	264.24
8/26/2015	239.56	71.87	311.43
9/16/2015	176.49	52.95	229.44
9/23/2015	189.74	56.92	246.66
9/30/2015	180.20	54.06	234.26
10/7/2015	210.41	63.12	273.53
10/14/2015	208.56	62.57	271.13
10/21/2015	235.59	70.68	306.27
10/28/2015	210.24	1,702.89	1,913.13
11/4/2015	216.30	324.45	540.75
11/11/2015	215.50	323.25	538.75

<i>Week Ending</i>	<i>Liquidated Damages</i>	<i>Interest</i>	<i>Total Liquidated Damages & Interest</i>
11/18/2015	209.51	314.25	523.76
11/25/2015	196.68	295.00	491.68
12/2/2015	86.84	104.20	191.04
12/9/2015	188.47	226.16	414.63
12/16/2015	221.07	265.28	486.35
12/23/2015	178.96	161.07	340.03
12/30/2015	109.32	98.40	207.72
1/6/2016	183.40	110.04	293.44
1/11/2016	136.59	81.96	218.55
1/13/2016	146.93	88.16	235.09
1/20/2016	56.03	33.62	89.65
1/27/2016	106.32	63.80	170.12
2/3/2016	149.27	44.78	194.05
2/10/2016	171.60	51.48	223.08
3/16/2016	198.01	297.00	495.01
3/23/2016	218.22	327.35	545.57
3/30/2016	206.76	310.15	516.91
4/6/2016	206.76	310.15	516.91
4/13/2016	207.02	310.55	517.57
4/20/2016	209.96	314.95	524.91
4/27/2016	192.92	289.40	482.32
4/29/2016	43.99	66.00	109.99
5/4/2016	45.63	54.76	100.39
5/11/2016	103.26	123.92	227.18
5/18/2016	167.89	201.48	369.37
5/25/2016	184.78	1,108.80	1,293.58
6/1/2016	155.52	886.35	1,041.87
6/8/2016	205.10	1,169.07	1,374.17
6/15/2016	211.87	1,207.64	1,419.51
6/22/2016	167.09	952.47	1,119.56
6/29/2016	153.34	874.00	1,027.34
7/6/2016	86.12	465.12	551.24
7/13/2016	112.56	607.86	720.42
7/20/2016	112.56	607.86	720.42
7/27/2016	62.07	335.16	397.23

<i>Week Ending</i>	<i>Liquidated Damages</i>	<i>Interest</i>	<i>Total Liquidated Damages & Interest</i>
8/3/2016	45.14	230.18	275.32
8/10/2016	108.05	550.97	659.02
8/17/2016	147.81	753.78	901.59
8/24/2016	175.76	896.41	1,072.17
8/31/2016	190.15	969.68	1,159.83
9/7/2016	160.02	768.00	928.02
9/14/2016	194.39	933.12	1,127.51
10/12/2016	107.77	484.95	592.72
10/19/2016	103.82	467.25	571.07
10/26/2016	159.45	717.60	877.05
11/23/2016	158.83	47.65	206.48
11/30/2016	82.09	24.63	106.72
12/28/2016	108.35	65.02	173.37
1/4/2017	70.07	21.02	91.09
1/11/2017	136.59	40.98	177.57
1/18/2017	146.72	44.02	190.74
1/25/2017	157.14	235.70	392.84
2/1/2017	157.70	189.24	346.94
2/8/2017	145.86	175.04	320.90
2/15/2017	126.96	152.36	279.32
2/22/2017	78.82	94.60	173.42
3/1/2017	11.85	10.65	22.50
3/8/2017	28.68	25.80	54.48
3/15/2017	19.75	17.76	37.51
3/22/2017	59.81	53.82	113.63
4/5/2017	32.89	19.74	52.63
4/12/2017	103.45	62.08	165.53
4/19/2017	124.82	74.90	199.72
4/28/2017	43.91	13.17	57.08
5/10/2017	167.04	50.11	217.15
5/17/2017	111.95	33.59	145.54
5/24/2017	144.71	43.41	188.12
5/31/2017	185.66	55.70	241.36
6/28/2017	115.02	241.50	356.52
7/5/2017	177.72	319.92	497.64

<i>Week Ending</i>	<i>Liquidated Damages</i>	<i>Interest</i>	<i>Total Liquidated Damages & Interest</i>
7/12/2017	196.76	354.18	550.94
7/19/2017	202.23	60.67	262.90
7/26/2017	189.79	56.94	246.73
8/16/2017	194.46	58.34	252.80
8/23/2017	187.65	56.29	243.94
8/30/2017	205.99	61.80	267.79
9/13/2017	136.52	40.96	177.48
9/20/2017	184.50	55.35	239.85
9/27/2017	175.85	52.76	228.61
12/13/2017	206.28	61.89	268.17
TOTALS	18,724.33	41,776.22	60,500.55

32. Additionally, pursuant to the provisions of the Agreement, Trust Agreements and plan documents, liquidated damages and interest are due from the Company on account of the delinquent contributions for the period of January 17, 2018 through the present.

33. Plaintiffs have been damaged by the Company as a proximate result of the Company's breach of the Agreement and/or its incorporated documents.

WHEREFORE, Plaintiffs demand judgment against the Company as follows:

a. For contributions due to Plaintiffs, for the benefit of the Funds, for the period of November, 2014 through January 17, 2018, in at least the sum of \$92,319.65, plus any additional contributions due since the filing of this action;

b. For liquidated damages and interest due on account of the untimely payment of contributions for the period of November, 2014 through January 17, 2018, in at least the sum of \$60,500.55, plus any additional liquidated damages and interest due since the filing of this suit; and

c. For such other legal or equitable relief as the Court deems appropriate.

Respectfully submitted,
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Attorneys for Plaintiffs

Dated: February 9, 2018